

Contract # 1965

SMLR LIBRARY
Rutgers University
Ryders Lane and Clifton Avenue
New Brunswick, NJ 08901

A G R E E M E N T

BETWEEN

THE LIBRARY BOARD OF THE BOROUGH OF LODI (Borough)

AND

NJELU LOCAL NO. 1/SEIU LOCAL 1988

JANUARY 1, 1991 through DECEMBER 31, 1993

LAW OFFICES:

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PREAMBLE

THIS AGREEMENT entered into this day of ,
1994, by and between THE LIBRARY BOARD OF THE BOROUGH OF LODI, in
the County of Bergen, New Jersey (hereinafter referred to as the
"Employer"), and NJELU LOCAL NO. 1/SEIU LOCAL 1988, (hereinafter
referred to as the "Union"), represents the complete and final
understanding of all the bargainable issues between the Board and
the Union.

ARTICLE I - RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining agent for all professionals and non-professionals covered by the job titles and provisions of Schedules A, A-1 and B attached hereto.

ARTICLE II - MANAGEMENT AND EMPLOYEE RIGHTS

A. Management Rights - The right to manage the affairs of the Board and to direct the working forces and operation of the Board, subject only to the limitations of this Agreement, and any applicable Federal or State Statutes or regulations are vested and retained by the Board.

B. Employee Rights

i. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the New Jersey Statutes, the New Jersey State Department of Personnel Laws, the Rules and Regulations of the New Jersey State Department of Personnel or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ii. Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not violate any local, state or Federal law.

iii. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure.

iv. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation.

ARTICLE III - GRIEVANCE PROCEDURE

A. Major Suspensions, Etc. - In any case where a permanent employee in the classified service, as defined under the New Jersey State Department of Personnel Laws including the Rules and Regulations adopted by the New Jersey State Department of Personnel, is issued a Preliminary Notice of Disciplinary Action involving (a) suspension for more than five (5) days at one time; (b) the third suspension or third fine in one (1) calendar year or suspension aggregating more than fifteen (15) days in one (1) calendar year; (c) demotion, or (d) removal, the Board shall conduct a hearing on the matter. The procedures set forth under New Jersey State Department of Personnel shall be binding.

B. Grievances and Minor Suspensions, Etc. - There will be a limitation requiring the initiation of a grievance to be within three (3) months from the date of knowledge of incident. Any grievance relating to the position, wages, or working conditions of an employee, including suspensions for five (5) days or less and fines, demotions, and other disciplinary actions not covered in Paragraph A above, shall be handled in the manner set forth below:

1. The employee shall discuss the grievance with the Library Director. He may be represented by a member of the Union. In the event the Union declines to represent the employee, he or she shall have the right to proceed without such representation. The Library Director shall review all aspects of the grievance that he deems necessary and shall render a written determination within five (5) days and shall advise the employee and the Union of such

decision immediately thereafter and forward to each a copy of such determination.

ii. The employee or the Union may appeal the decision of the Library Director if either is unsatisfied with the result by filing a written Notice of Appeal with the Board and at the same time forwarding copies of all previous writings on the matter. Within the next ten (10) days, the Board shall conduct a hearing and thereafter render a written determination within ten (10) days and shall advise both the employee and the Union of such decision immediately thereafter and forward to each a copy of its determination.

iii. If the grievances are not settled by the Steps outlined above, the Union or the employee within ten (10) working days after receipt by the employee and the Union of the Board's decision, shall have the right to file an appeal with the Public Employment Relations Commission (hereinafter referred to as "PERC"). PERC shall appoint an Arbitrator to hear the grievance. The Arbitrator's decision shall neither modify, add to, nor subtract from the terms of this Agreement and the referenced policies and shall be rendered within thirty (30) days after the completion of the hearing and shall be final and binding upon both parties. The cost of the Arbitrator and his expenses shall be borne equally by both parties, unless otherwise provided by law.

ARTICLE IV - WORK WEEK

A-1. The standard work week shall consist of thirty-two and one-half (32.5) hours per calendar week; five (5) days per week between Monday and Saturday; six and one-half (6.5) hours per day (exclusive of one hour unpaid lunch as established by the Director of the Library). Modifications to the established schedule shall be accomplished in compliance with the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-5.3 et seq.)

A-2. The standard work week for any employee hired after 7/1/91 shall consist of thirty-seven and one-half (37.5) hours per calendar week, five (5) days per week between Monday and Saturday; seven and one-half (7.5) hours per day (inclusive of one hour paid lunch) as established by the Director of the Library.

Modifications to the established schedule shall be accomplished in compliance with the New Jersey Employer-Employee Relations Act (N.J.S.A 34:13A et seq.)

B-1.1 Overtime compensation will be paid at time and one-half (1.5) for support staff hired before July 1, 1991, after 32.5 hours per week or six and one-half (6.5) hours per day.

B-1.2 Overtime compensation for librarians, Senior Librarians, and Administrative Clerk positions will begin at thirty-seven and one-half (37.5) hours per week or seven and one-half (7.5) hours per day. The first hour of overtime per day will be paid at straight time and time and one-half thereafter. Employees in this category have the choice to take overtime as compensatory time if agreed to by the Director.

B-2.1 Overtime compensation for employees hired after July 1, 1991 will be paid at time and one-half (1.5) for support staff after thirty-seven and one-half (37.5) hours per week or seven and one-half (7.5) hours per day.

B-2.2 Overtime compensation for Librarians, Senior Librarians, and Administrative Clerk positions hired after July 1, 1991 will begin at forty-two and one-half (42.5) hours per week or eight and one-half (8.5) hours per day and time and one-half thereafter. The first hour of overtime per day will be paid at straight time. Employees in this category have the choice to take overtime as compensatory time if agreed to by the Director.

C. All parties hereto recognize that it has been and shall continue to be the policy of the Board to schedule hours of employment so that employees are not required to work overtime and that to effectuate this purpose a substitute list has been adopted and will be kept in effect. The purpose of including the overtime provisions in this Agreement is to cover that rare instance when an employee may be required to work overtime hours.

ARTICLE V - HOLIDAYS

A. Employees shall be entitled to holiday leaves of absence with pay in celebration of the following holidays:

New Year's Day	Columbus Day
*Martin Luther King Day	*General Election Day
*Lincoln's Birthday	*Veteran's Day
President's Day	Thanksgiving Day
Good Friday	(Day after Thanksgiving)
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

If any of the above holidays fall on an employee's day off, the employee shall be given a day off during a work period scheduled by the Director or the employee shall receive additional pay for the holiday if agreeable to both the employee and the Director. Part-time employees shall receive in pay the equivalent of one-fifth ($1/5$) of his/her normal weekly earnings for each holiday which falls on his/her day off; where the schedule of a part-time employee would have required him/her to work more than one-fifth ($1/5$) of his/her normal work week, he/she shall receive in pay the same amount he/she would have earned had the holiday not been observed. If the holiday falls on a Sunday, it shall be celebrated on the following Monday.

Employees will be scheduled for (1) fall holiday and (1) winter holiday which will be paid at double (2x) the regular rate of pay.

*Library will be open on these days from 10:00 a.m.-5:00 p.m.

B. When a holiday is observed during the regular work week or when an employee receives sick pay or vacation pay during a regular work week, those holiday hours or sick or vacation pay shall be included in the computation of overtime for that period.

C. When an employee is required to work on a holiday or a Sunday, he or she shall receive time and one-half for the hours worked on the holiday or Sunday plus the employee shall receive a day off for the holiday or Sunday worked; or the employee shall receive straight time payment plus time and one-half for the hours worked. The option as to which method of payment shall be made will be that of the Employer.

ARTICLE VI - VACATIONS

Employees shall be entitled to paid vacations in accordance with the following schedule:

A. From the date of hire through December 31 of the year of hire - one (1) day for each thirty (30) days of employment.

B. From January 1 of the first full calendar year after date of hire through December 31 of the fifth full calendar year after date of hire - twelve (12) days.

C. From January 1 of the sixth full calendar year after date of hire through December 31 of the tenth full calendar year after date of hire - fifteen (15) days.

D. From January 1 of the eleventh full calendar year after date of hire through December 31 of the fifteenth full calendar year after date of hire - twenty (20) days.

E. From January 1 of the sixteenth full calendar after date of hire and thereafter - twenty-two (22) days.

When in any calendar year the vacation or any part thereof is not granted by the Director, such vacation periods or parts thereof shall accumulate and shall be granted during the next succeeding calendar year. Additionally, in any calendar year when all vacation days are not taken, the employee may carry up to five (5) days into the succeeding calendar year.

ARTICLE VII - HOSPITALIZATION AND INSURANCE BENEFITS

A. Hospitalization and Insurance Benefits

The Employer shall provide, at no cost to the employees, the same hospitalization and medical payments plans, or their equivalent, that were actually provided by the Employer in the year 1988, which plans shall include coverage not only for the employees but their eligible dependents as well: Blue Cross/Blue Shield, Major Medical with the increase in extended Rider J Benefits, which are funded by the Borough of Lodi.

All members of the bargaining unit shall be provided with a family dental program by the Employer which plan shall be the same or equivalent to the program which is currently provided by the Board of Education of the Borough of Lodi to the teaching personnel in accordance with their Collective Bargaining Agreement: i.e., Program No. 3 of New Jersey Dental Service Plan which shall be defined as 90/10 coverage. The orthodontic portion of said coverage shall be \$1,250.00. The Employer shall continue to pay the full premium cost for Employee and family for this coverage which is funded by the Borough of Lodi.

All members of the bargaining unit shall be entitled to receive a family prescription program which shall be the same as or equivalent to the \$1.00 co-payment prescription program currently provided by the Borough of Lodi for its employees and pursuant to the Collective Bargaining Agreement between the Lodi Board of Education for its teaching personnel.

The Employer shall provide all of the members of the bargaining unit life insurance, in the amount of their respective yearly salary and the

cost for such coverage, which is funded by the Borough of Lodi, is to be borne by the Employer.

The Employer shall provide the vision program, or its equivalent, as that currently provided employees of the Borough of Lodi and which is funded by the Borough of Lodi. The Employer shall provide eye examinations at its expense at a physician designated by the Borough of Lodi for all covered employees which is funded by the Borough of Lodi. In addition they will receive a twenty-five (25%) percent discount on the purchase of lenses, frames and contact lenses as long as the Employer continues to have an eye care specialist or alternate coverage.

The Employer shall provide and pay hospitalization, medical, prescription, vision and dental insurance premiums on policies set forth in Paragraph A above, which are funded by the Borough of Lodi, covering all full-time employees and their eligible dependents upon the said employee's retirement from service with the Employer until such employee becomes eligible for acceptance into the Federal Medicare program, or is provided these insurance benefits through other employment.

All employees who retire shall upon attaining age 65 be eligible to continue participation in health care, dental, vision and prescription programs. Said participation shall be at the group rate. The Employer shall terminate said participation only upon failure of retiree to reimburse group rate premium to the Employer per payment schedule for said program which shall be determined by the Employer upon notification from the Borough of Lodi. Each employee shall be enrolled for all benefit entitlements provided within the Public Employees Retirement System.

ARTICLE VIII - SICK LEAVE

A. Sick leave is hereby defined to mean absence from work of any employee because of illness, accident, exposure to contagious disease, attendance upon a member of the employee's immediate family seriously ill requiring the care and attendance of such employee, or absence caused by death in the immediate family of such employee.

B. Sick leave pay shall be granted to all employees covered in the attached Schedules. If such employee requires none or only a portion of such allowable sick leave for any calendar year, the amount of sick leave not taken shall accumulate to his or her credit from year to year and such employee shall be entitled to such accumulated sick leave with pay if and when needed. No employee who may be disabled either through injury or illness as a result of or arising from their respective employment shall be required to utilize the sick leave accumulated during such period of disability.

C. Accumulated sick leave shall be determined and calculated from the date of employment.

D. If an employee is absent for reasons that entitle him to sick leave, the Library Director shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time. An employee who is absent on sick leave for five (5) or more consecutive working days, upon request by the Board shall be required to submit acceptable medical evidence

substantiating his or her right to such leave. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required before return to employment, if requested by the Board. The Board may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Board, by a physician designated by the Board. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

E. In the event an employee covered by this Agreement takes a sick leave day the day before or the day after a paid holiday, the employee shall provide documentation by way of letter or other evidence substantiating the illness to the Library Director upon the employee's return to work. Failure to comply with this Paragraph shall result in the employee suffering loss of pay for both the sick day and the holiday.

F. Compassion clause - The employees recognize their options to seek compassion time (the continued payment of normal salary and benefits for an employee experiencing a catastrophic illness) from the Borough of Lodi. It is recognized that this has been granted on a case by case basis by the Borough.

ARTICLE IX - BENEFITS ON TERMINATION

1. Each employee who retires or resigns in good standing after completing five (5) years of service with the Employer (including service with the Borough) shall receive a lump sum payment as supplemental compensation for the full amount of earned and unused accumulated sick leave, up to two hundred twenty (220) days, which is credited to him on the effective date of his retirement and which is funded by the Borough of Lodi. In the event of death of an employee who has completed five (5) years of service with the Employer (including service with the Borough), said monies shall be payable to his/her estate.

2. Any employee eligible for retirement who intends to retire January 1 or thereafter of a given year shall submit to the Employer on or before October 31 of the year prior to the proposed retirement year a letter to the Employer setting forth the employee's intent to retire as of a given date in the said retirement year shall, effective January 1 of the said retirement year, be raised in salary to the maximum salary provided for in the said employee's job title. If the employee does not retire on the date set forth in the said letter, any increases shall be rescinded and any monies received by the employee pursuant hereto shall be returned to the Employer forthwith.

3. The Employer will move to accept legislation on employee benefits as provided for in the law.

ARTICLE X - WORK-RELATED INJURIES OR SICKNESS

The Employer shall make payment of his or her full salary to any employee who receives an injury or illness as a result of or rising out of the employee's employment with the Employer, which injury or illness prevents the employee from performing his or her duties, provided the employee assigns and pays over to the Employer any payments made to him or her for temporary disability under the Workmen's Compensation Laws of the State of New Jersey.

Such reimbursement to the Employer shall be accomplished when the employee furnishes a photocopy of payment to said employee at which time an adjusted paycheck will be issued on the next payday. Failure of an employee to furnish photocopy of worker's compensation check may result in disciplinary action.

ARTICLE XI - PERSONAL DAYS

A. In addition to any other leaves of absence set forth herein, all employees shall receive five (5) paid days leave of absence annually for personal business. Personal leave days may not be accrued or accumulated. Except in those cases of emergency, the Library Director must be notified sufficiently in advance to permit him to provide coverage for the absence of said employee.

B. No more than one (1) employee shall be entitled to utilize a personal day on any given day without the prior approval of the Library Director.

C. Personal days shall not be taken the day before or the day after a holiday without the prior approval of the Library Director.

ARTICLE XII - SALARIES AND COMPENSATION

A. Effective July 1, 1991, each employee shall receive a salary rate of pay according to the attached Schedule A.

B. Effective July 1, 1992, all employees shall be adjusted to establish a new base salary according to the attached Schedule A-1.

C. Effective July 1, 1992, all employees shall receive a salary rate of pay according to the attached Schedule B.

D. Salary increase to be effective July 1, 1993 to be negotiated.

E. Employees hired between January 1 and August 31 will advance to the next step at the start of the immediately succeeding calendar year. Employees hired between September 1 and December 31 will remain on the step at which they were hired throughout the following calendar year. The employee (if not on maximum) shall advance to the next step on January 1 of the second calendar year of employment.

F. Employees shall be paid on every other Monday prior to 3:00 p.m.

ARTICLE XIII - LONGEVITY

A. Employees shall receive longevity pay from the time the employee first became employed by the Employer (including time of service with the Borough) at two (2%) percent of their annual base salary for every four calendar years of service in accordance with the following schedule:

0 through 3 years.....	0%
4 years through 7 years.....	2%
8 years through 11 years.....	4%
12 years through 15 years.....	6%
16 years through 19 years.....	8%
20 years through 23 years.....	10%

An additional two (2%) percent shall be added for every four years of service thereafter.

B. The longevity payment will be computed on the amount of base salary of the employee at the time he or she becomes eligible for a longevity payment. Overtime shall not be considered in computing longevity payment.

C. Longevity payments shall be added to an employee's base salary and shall be paid in accordance with the same procedure as for salaries.

ARTICLE XIV - PAYROLL DEDUCTIONS

A. Payroll deductions from employees' salaries for dues to the union shall be made by the Employer upon submission by the Union to the Employer of notification by the employee authorizing the Board to deduct the dues from his or her pay and to forward same to the Union.

B. Payroll deductions from employees' salaries for payment for the purpose of IRA accounts and life insurance policies may be made for individual purposes.

C. Payroll deductions from employees' salaries for the Central Bergen Federal Credit Union may be made for individual purposes.

ARTICLE XV - SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVI - BEREAVEMENT LEAVE

The Employer agrees to grant an employee a bereavement leave with full pay when a death occurs in an employee's immediate family. The employee's immediate family is considered to include spouse, children, brothers, sisters, parents, grandparents, parent-in-law of employee, brother-in-law, sister-in-law, aunt and uncle, For all others, only the day of the funeral shall be granted.

Bereavement leave with pay shall not exceed four (4) working days, and the Employer may request submission of proof from said employee.

ARTICLE XVII - LEAVE OF ABSENCE

All permanent full-time employees covered by this Agreement may be granted a leave of absence without pay for a period of six (6) months. The governing body shall consider each request on its merits and without establishing a precedent... The Employer will not unreasonably deny any employee's request for a leave of absence. Such leave may be for personal illness, disability, maternity, or other reasons deemed proper and approved by Employer. Employee is not required to use his or her sick days or vacation days at this time. Employer will continue all health and insurance benefits, and all leaves will be in accordance with the New Jersey State Department of Personnel Rules and Regulations.

This leave is subject to renewal for reasons of personal illness, disability, maternity or other reasons deemed proper and approved by the Employer. At the expiration of such leave, the employee shall be returned to the position from which he is on leave and seniority shall be retained.

ARTICLE XVIII - DISABILITY

The Employer shall make disability insurance through the State of New Jersey, Department of Labor, Division of Employment Security Revenue available to all employees. Employees recognize their share of this insurance as a payroll deduction.

ARTICLE XIX - TERM

This Agreement shall become effective January 1, 1991 and shall remain in full force and effect until December 31, 1993 or until a successor Agreement is negotiated between the parties, whichever is later.

**LIBRARY BOARD OF THE
BOROUGH OF LODI**

ATTEST:

Theresa P. Malone
Secretary

By:

Rapheal Sarbell
President

**NJELU Local No. 1/SEIU
Local 1988**

ATTEST:

Bob Witekowski

By:

Jane C. Linter
President

By:

Louise Barbieri
Representative
Lodi Library Employees Chapter

BOROUGH OF LODI

BY:

[Signature]
Mayor

ATTEST:

John L. Barakman

SCHEDULE A

\$2160 across-the-Board

JULY 1, 1991 - JUNE 30, 1992

<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Clerk	16,960	18,546	20,132	21,718	23,303
Library Ass't/ Library Exhibit Artist	19,736	21,620	23,503	25,386	27,269
Sr. Library Ass't	20,661	22,643	24,625	26,608	28,590
Adm. Clerk	22,513	24,692	26,873	29,053	31,233
Librarian	23,621	25,921	28,220	30,520	32,818
Sr. Librarian	25,472	27,972	30,467	32,965	35,461

SCHEDULE A-I

Adjusted Scale Effective 7/1/92 (Prior to Salary Increase)

<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Clerk	16,960	18,546	20,132	21,718	23,303
Library Ass't/ Library Exhibit Artist	19,736	21,620	23,503	25,386	27,269
Sr. Library Ass't	20,661	22,643	24,625	26,608	28,590
Adm. Clerk	24,000	26,000	28,000	30,000	32,000
Librarian	25,200	27,300	29,400	31,500	33,600
Sr. Librarian	27,300	29,573	31,850	34,125	36,400

SCHEDULE B

July 1, 1992 through June 30, 1993

<u>TITLE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
Clerk	17,638	19,287	20,937	22,586	24,235
Library Ass't/ Library Exhibit Artist	20,525	22,484	24,443	26,401	28,359
Sr. Library Ass't	21,487	23,548	25,610	27,672	29,733
Adm. Clerk	24,960	27,040	29,120	31,200	33,280
Librarian	26,208	28,392	30,576	32,760	34,944
Sr. Librarian	28,392	30,755	33,124	35,490	37,856